

General terms and conditions of sale and delivery Service Centre Maastricht BV

OTHER COUNTRIES

General

- 1.1 All references to "VENDOR" below shall be understood to mean a member of the above trade organisation(s) as seller, vendor, (sub)contractor, supervisor or in whatever capacity. All references to "PURCHASER" below shall be understood to mean the prospective purchaser, prospective client and in general the opposite party to Vendor.
- 1.2 These terms and conditions apply to all agreements of Vendor in which Vendor undertakes to deliver goods and/or services.
- 1.3 Any terms and conditions of purchasing or other terms and conditions applied by Purchaser are not binding on Vendor, except when and insofar as Vendor expressly accepts these in writing.
- 1.4 Commercial terms used in quotations, order confirmations or in any other sense, must be interpreted in accordance with the International Rules for the Interpretation of Commercial Terms produced by the International Chamber of Commerce (ICC Incoterms) in force at the time the agreement is concluded.

Agreements

- 2.1 Proposals, price lists and other communications from Vendor are not binding on Vendor. Verbal undertakings and agreements with the Vendor's staff are only binding on the Vendor after and in so far as they have been expressly confirmed by them in writing.
- 2.2 In the event of any discrepancy between the order from Purchaser and the written confirmation from Vendor, only Vendor's confirmation is binding.
- 2.3 Vendor is entitled to require advance payment or a guarantee if in his reasonable opinion the financial situation of Purchaser gives cause for this, and to postpone fulfilment of all or part of the agreement in the meantime. If this advance payment is not made or if the guarantee is not provided in response to Vendor's reasonable demand, Vendor is entitled to terminate the agreement simply with a written statement and without involving the law, without prejudice to Vendor's right to compensation, if grounds exist, and without Purchaser being entitled to claim any compensation.
- 2.4 If as a result of force majeure Vendor can no longer reasonably be required to fulfil his obligation to deliver, he is entitled to postpone the delivery. Should these circumstances continue for more than two months, both parties shall be entitled to terminate the agreement with reference to the goods affected by force majeure simply with a written statement. Force majeure shall be defined, among other things, as:
a. any kind of disturbance of work or interruption of work, regardless of its origin;
b. delays in delivery or late delivery by Vendor's suppliers or one of these;
c. transport problems or transport difficulties of any kind which hinder or interfere with the transport to Vendor's company or from Vendor's company to Purchaser;
d. Import and export restrictions of any kind.
- 2.5 All additions, changes and subsequent agreements to the agreement are valid only if they have been agreed in writing.
- 2.6 The goods are sold and delivered subject to the usual tolerances for measurements, quantities and weights, unless explicitly agreed otherwise.
- 2.7 Vendor is not responsible for errors in illustrations, sizes, weights, quality and/or price (lists).

Delivery times

- 3.1 The agreed delivery times are always approximate and are subject to unforeseen circumstances.
- 3.2 Without prejudice to the provisions of Sub-Clause 2.5 and except in the case of force majeure, failure to deliver by the approximate delivery time does not give Purchaser the right to terminate the agreement and/or to compensation, unless Purchaser can prove Vendor acted deliberately or is grossly at fault.

Warranty

- 4.1 Purchaser must check the contents of the delivery immediately on arrival for any discrepancies with the terms of the agreement. Any complaints must be submitted to Vendor in writing within ten working days of the delivery date. After the said period has elapsed, the contents of the delivery are considered to have been accepted by Purchaser finally and unconditionally. Any legal claims must be lodged no more than one year after giving timely notice of complaint otherwise they cannot be pursued.
- 4.2 Quality requirements or quality standards for goods to be delivered by Vendor must be explicitly agreed. Vendor's warranty does not extend beyond the explicitly made agreements on quality or explicitly agreed quality standards. If Purchaser's complaint is valid, taking into consideration the conditions above, Purchaser has the choice between taking delivery of a replacement or - insofar as Vendor is culpably at fault in the matter despite proper written notice of default from Purchaser - terminating the agreement either wholly or in part. Purchaser must keep the faulty goods available for Vendor. Without prejudice to the above the Vendor is not liable in case for any indirect, special, ancillary, punitive loss or consequential loss including, but limited to transport costs, travel and accommodation costs, costs of (dis)assembly and/or reinstallation), loss of profit, business interruption even if the Vendor is notified of the possibility of such forms of loss. The payment obligation of the Purchaser regarding the goods under dispute will not be suspended by the submission of a claim.
- 4.3 Any guarantee provided by Vendor does not apply if:
a. and as long as Purchaser is in default towards Vendor;
b. the goods have been exposed to abnormal conditions, or handled in a negligent or incompetent manner;
c. the goods have been stored for longer than normal and it is conceivable that this has led to a deterioration in quality;
d. Vendor is not given the opportunity to investigate a defect within ten working days of its discovery;
e. a year has elapsed since the delivery.
- 4.4 Vendor does not guarantee and is never deemed to have guaranteed or to vouch that the purchased goods are suitable for the purpose for which Purchaser wishes to treat, process or have them used, or uses them. Samples are only provided as an indication.
- 4.5 If this agreement concerns goods which Vendor obtains or has obtained from third parties, Vendor's responsibility and/or liability is limited to the extent of the responsibility and/or liability of Vendor's supplier or third party/parties engaged by the Vendor towards Vendor. This condition only applies insofar as its application is more favourable to Purchaser than the application of the conditions laid down in 4.4 and 4.6.

- 4.6 Without prejudice to any warranty referred to in this clause, neither Vendor, Vendor's staff nor any third party engaged by Vendor is/are ever, in any capacity whatever, liable for any damage to Purchaser or any third party in connection with any sales commitment, the delivery of goods, the delivered goods themselves or the use thereof, or from any work or recommendations.

Transport

- 5.1 If the goods are ready for collection by Purchaser, regardless of the agreed method of transport, and Vendor has informed Purchaser of this, Purchaser is required to take them at once. Failure to meet this obligation gives Vendor the right to store the goods for account and risk of Purchaser, or to keep them in store and to invoice Purchaser for the cost without Purchaser being entitled to refuse payment afterwards on the grounds of non-delivery.
- 5.2 Purchaser is required to unload the transport as quickly as possible at the agreed point of delivery, which will occur for account and risk of Purchaser. Failure to meet this obligation means that the conditions under 5.1 apply correspondingly.
- 5.3 The means of transport is the option of Vendor, without this choice detracting from the stipulations in Sub-Clause 2.5.
- 5.4 The goods for delivery by Vendor travel for account and risk of Purchaser, unless expressly agreed otherwise.

Payment

- 6.1 The prices stated by the Vendor are exclusive of sales tax and other government duties imposed on the sale and delivery and are ex-works (Incoterms). If one or more of the cost price factors is subject to an increase after the date of the agreement - including as the result of foreseen circumstances - then the Vendor is entitled to increase the agreed price correspondingly.
- 6.2 All payments are due within thirty days of delivery, net cash and without Purchaser being entitled to any discount or set-off which is not expressly agreed. Any different payment arrangements must be agreed in writing. The right of the Purchaser to set-off any claims against the Vendor is expressly excluded.
- 6.3 Purchaser is deemed to be in default with payment, without any payment demand or notice of default being required, after the expiry of the period mentioned in Sub-Clause 6.2, if payment has not been made in full within that period, or if (extra)judicial suspension of payment or bankruptcy or reorganization of debt has been requested or granted.
- 6.4 In the case described in the previous clause, Purchaser owes Vendor interest on the unpaid amount up to the day of settlement, at the rate of 3% over the current official Dutch rate, with the addition of the extra charge which the banks apply to debit interest. If Vendor needs to take (extra)judicial action in connection with the failure to pay on time, all costs - which are at least 15% of the unpaid amount with a minimum of euro 150 arising out of this are for account of Purchaser, without prejudice to the right to full compensation.
- 6.5 Vendor is entitled - regardless of different provisions or payments - to deduct all payments, in whatever order Vendor chooses, from the amount Purchaser owes Vendor in consideration of deliveries, interest and/or costs.
The Vendor has the right to suspend delivery of the goods if and for as long as the Purchaser does not, does not completely, does not properly or does not in time comply with any of his obligations towards the Vendor arising from this agreement. In the event that, despite a warning from the Vendor, the Purchaser continues to fail to immediately rectify his omission to observe the agreement then the Vendor has the right to dissolve the agreement with immediate effect by private letter without being obliged to pay any damages on the side of the Purchaser.

Risk and property

- 7.1 All delivered goods remain exclusively the property of Vendor until such time as Purchaser has fulfilled all obligations arising out of or connected with agreements in which Vendor has undertaken to deliver. Up to that time, Purchaser is required to keep the goods delivered by Vendor separate from other goods and clearly identified as the property of Vendor.
- 7.2 The reservation of title leaves intact Purchaser's right to sell the goods to customers within the normal conduct of his business, as well as his right to process the goods, as long as Vendor does not exercise his right to terminate these rights of Purchaser because of Purchaser's non-fulfilment of his obligations to Vendor.

Disputes

- 8.1 All agreements of Vendor are governed by Dutch law. The clauses of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) are not applicable nor are any existing or future international regulations concerning the purchase of movable physical goods for which the operation can be ruled out by the parties.
- 8.2 All disputes which may arise between the parties shall be adjudicated exclusively by the competent court of law in the Netherlands in the district where Vendor's company is established unless the rules of imperative law lead the court to declare that another court is competent.
- 8.3 Insofar as these General Terms and Conditions of Sale and Delivery are also drawn up in a language other than Dutch, the Dutch text is final in the event of any differences.

All offers for and agreements concerning supplies and/or services to be provided by us are subject to the General Terms and Conditions of Sale and Delivery as registered with the Chamber of Commerce. A copy of these Terms and Conditions will be sent to you free of charge on request. All other terms and conditions are expressly excluded.